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PROF. M. J. PERGAMENT

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In the past year 1924 a certain agreement was entered into at Vladivostok between the local Far Eastern branch of the Volunteer Fleet and the American firm of "Rosenberg China Company". The agreement contained among others a clause (7) reading as follows:

"Whatever disputes may arise shall be referred to the Courts at Vladivostok".

Such disputes did arise and Messrs. Rosenberg China Company, contrary to the stipulation contained in clause 7, mentioned above, of the agreement, filed a claim not in Vladivostok, but with the International Mixed Court at Shanghai. Not unnaturally, the Shanghai office of the Volunteer Fleet, defendant, brought up the question of jurisdiction, denying on the exact basis of the agreement the right of the Mixed Court at Shanghai to extend its jurisdiction over the case in question.

The Mixed Court refused to submit to the recusation, recognizing, on the contrary, that the case lay within its competency. Simultaneously the Court submitted certain considerations which we cannot but dwell upon, both from a theoretical and a practical point of view.

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1. Quite apart from the fact that the Mixed Court has here permitted a confusion of two questions, distinctly different by nature, as is well known, namely that of the competency of a foreign court and

that of the application of the legislation of a foreign state, the arguments advanced by the Court at Shanghai may be reduced to the following quite simple premises.

The Mixed Court is willing to admit that in the given case both the Court at Shanghai and the Court at Vladivostok are competent. On this very basis, claims the Court, Messrs. Rosenberg China Company possess the right to file their claim in Shanghai as well as in Vladivostok. The Company, therefore, took a proper course in starting the law suit in Shanghai. As far as clause 7 of the agreement entered into is concerned, providing that all disputes arising thereon are to be referred solely to the Courts at Vladivostok, this clause shall be invalid. It shall be invalid because it is in contradiction with the juridical nature of the civil procedure: there is, it is pointed out, a well established principle that parties cannot by agreement set aside the jurisdiction, exclusive or concurrent, which a court actually possesses. This principle, adds the Mixed Court, is itself based on public policy. The contract under discussion, moreover, in so far, like in the present case, as it sets aside the jurisdiction of one state in favour of another state, pursues a course injurious to the sovereignty of the state. Clause 7 of the agreement between the Volunteer Fleet and Messrs. Rosenberg China Company, stipulating the jurisdiction of the Courts at Vladivostok and eliminating, thus, that of the Mixed Court at Shanghai, therefore constitutes an infringement upon the sovereignty of the Republic of China.

Such are the motives set forth by the Court at Shanghai. On the basis of these the Court began the investigation of the case per se.

2. Let us now examine these motives.

It cannot be questioned that, aside from any provision regarding jurisdiction (were it not for such a provision, in other words), the plaintiff would have the right to refer his claim either to Vladivostok or to Shanghai, entirely at his discretion.

Because, in accordance with the correct principle which is practically predominant and more or less firmly accepted, agreements and disputes arising thereon are subject to the jurisdiction, primarily, of two courts: one in the place of the defendant's residence, so-called "forum rei", and the other where the contract is performed, so-called "forum solutionis". The choice between these two places is the privilege of the plaintiff. Such is the well known treatment of this question, as endorsed by a number of legislatures following the example of the French "Code of Civil Procedure". Article 420; endorsed, moreover, by the legal practice of such states as do not possess a norm regarding specific legislation. The same view on this question, as adopted generally in the modern doctrine concerning international civil procedure, is, finally, shared by "The Regulations Relating to Civil Procedure of the Republic of China" of 1921.

It should be explained beforehand that the nature of the agreement under discussion makes both Vladivostok and Shanghai each and severally the place of residence of the defendant and the place of performance of the agreement, Vladivostok, it is true, more so than Shanghai. Vladivostok, moreover, is further favoured by the fact that it is simultaneously the place where the agreement was concluded, "locus celebrati contractus". Nevertheless, it cannot be disputed that Shanghai, too, is well qualified, being both the "forum solutionis" and the "forum rei".

It thus becomes well established that, were it not for the clause in the treaty recognizing the exclusive jurisdiction of the Courts at Vladivostok, the Shanghai firm would have had the unquestionable right to file its claim in Shanghai in accordance with its wishes and considerations.

The difficulty, therefore, lies in the inclusion of such a provision in the agreement by the voluntary, unconstrained, conscious and intentional consent of the parties. It hence seems that only one course lay open, i. e. to file the claim in Vladivostok and not in Shanghai.

We have already mentioned, however, that the Mixed Court has denied the validity of the clause and the agreement. This is where we come to the crux, the main point in the situation. For we cannot but ask: We see that such validity is denied by the Court, but is this denial well grounded? or is it not?

I should unhesitatingly reply: No, the denial is not sound.

3. The Mixed Court, evidently, builds upon the premises that we are here dealing within the province of public law. If such were the case, the parties' agreement under discussion would indeed lose all force, as the principle is well known that "Jus publicum privatorum pactis mutari non potest": "the agreement of private parties is powerless to change public law". Such powerlessness we have noticed more than once in the province of state law and, let us say, administrative law. This is all true enough. But does the same hold good as regards civil procedure? Or, to put it differently, is a civil procedure necessarily within the province of public law?

This question must be answered as follows.

It would be a mistake to think that the civil procedure is fully (a hundred per cent.) within the province of public law. Undoubtedly, a great part, the greater part even, of the civil procedure *does* lie in the realm of public law; but not the whole of it is embraced by the latter. In its legal nature it is complex, not homogeneous in its whole extent. Elements of public law and elements of private law are equally apparent in the civil procedure.

As is known sufficiently well, it was taught as late as in the nineteenth century that the civil procedure — like the civil law which it was called to protect — was nothing but a ramification of private law; this doctrine, be it said, affected even legislation, for example, the disposition of legislative material. Not inappropriately, the civil procedure was termed civil "formal" law, as differing from civil "material" law and simply civil law.

Realizing that acquaintance with English law and English legal literature is much less spread among Russian jurists (as well as learned Russian jurists) than acquaintance with the West European Continental law and the German, French, Italian, Swiss and other literatures pertaining thereto, I wish to supplement that English law still continues to recognize the civil procedure as lying within the province of private and not public law.

In this connection allow me to cite only one student of English law, who is possibly the greatest living authority on the subject. I have in mind Dr. Holland, of world fame, whose "Elements of Jurisprudence" were published in their thirteenth edition in 1924.

This is what we read in Holland.

Drawing a line, following the general English and American (U. S.) practice, between "Substantive Law" (that is the main, independent law determining and defining rights and duties) and "Adjective Law" (i. e. accessory, supplementary law designed to protect Substantive Law), the author relegates the "Civil Adjective Law", or the civil procedure to the province of private law, but hastens to qualify this statement by teaching that the civil procedure "touches closely on topics, such as the organisation of Courts and the duties of judges and sheriffs, which belong to public law". (Op. cit. pp. 90, 168, 359).

With the re-examination, however, of a number of doctrines and, in particular, a more profound study of the civil procedure in the same nineteenth century, doubt arises as to whether the civil procedure actually should be relegated to private law. The doubt grows and gains force and as a result, which often happens in action and reaction, science proclaims the civil procedure now necessarily and wholly a part of public law. Science, thereby, merely swings from one extreme to the other. The students of the theory and practice of law here are guilty of what is

aptly expressed in the German proverb regarding "bailing out the baby with the bath water".

The "baby" with us must stand for those numerous elements of private law which, far from being merely pertinent to the civil prccedure, are, indeed, extremely characteristic of certain aspects and phenomena connected therewith. It will be sufficient to recall for instance the well known principle of contradictoriness and the individual rules governing civil procedure arising therefrom. Granted that this principle even in these days is greatly overestimated in its value and application, one cannot, nevertheless, deny within sensible limits its inner adaptibility to the aims and purposes of the civil procedure, nor its organic connection, its manifest relation, indeed, with the latter.

The civil procedure is thus by no means homogeneous. While it is necessary to recognize it as component to a great extent of the elements of public law, it would be rash and incorrect to deny the presence within it of the opposite elements of private law. If such is the case, however, it would be a fallacy to prohibit all agreements of parties whatsoever in the civil procedure. On the contrary, a certain autonomy of the parties within the limits of the private law elements present in the civil procedure is natural, permissible, proper, harmless and frequently not unprofitable. In such cases, therefore, the legal ruling regarding the invalidity of private agreements bearing on changing the norms of public law is quite inappropriate.

4. In close relationship with the foregoing is the second argument advanced by the Mixed Court at Shanghai. This is the argument, already referred to, that a provision of the nature under consideration is contrary to the sovereignty of, in the given case, the Republic of China.

Strictly speaking this argument fails to set forth any new features; rather, it serves to explain to set forth more definitely and sharply that reference to the public law nature of the civil procedure which is contained in the first argument. At the same time one cannot fail to see that this amplification and explanation

is distinctly unfortunate; so unfortunate, indeed, that nothing is easier than to reveal the absurdity which it covers.

What, one may ask, has sovereignty to do with all this? Nothing at all. The Mixed Court itself has agreed, and naturally could not but have done so, that the plaintiff was at liberty to refer his claim to the Court at Vladivostok. Surely the sovereignty of the Republic of China would not have suffered in that case either? Neither can the sovereignty of China suffer now that the defendant has recused the case to Vladivostok. It is insufficient merely to state that sovereignty is not at stake in the given case: it should be clearly realized that it could not even be at stake. It could not be at stake for the following reason. When a party enjoying private rights is given the choice of two courts, belonging respectively to the two states A and B, neither the state A nor the state B is interested in having the case decided necessarily on its own territory, in no court but its own; and this in turn makes it increasingly evident that the question of jurisdiction does not and cannot under such circumstances involve the sovereignty of either of the two states. The affirmation of the opposite, i. e. that sovereignty is involved and liable to suffer in the case, leads us to the following conclusion: favouring the court of state A the plaintiff infringes on the sovereignty of state B and, vice versa, the choice of the court of state B constitutes unavoidably an infringement upon the sovereignty of state A. In all pertinent cases, thus, it is the regrettable but fateful and unavoidable lot of the unhappy plaintiff to infringe upon the sovereign rights of some one state. This is, of course, an absurdity. We arrived here, however, solely because we brought into our consideration the issue of sovereignty which has no business in the case.

We must hasten to supplement that the possibility may not be excluded that jurisdiction is connected, though not with sovereignty, of course, still with what the French have long termed public order, "l'ordre public".

Let us take a typical academic example. It is a matter of knowledge that real estate has from ancient times been and continues to be the subject of especial interest to legislators and rulers. The code regarding real estate is recognized, from the viewpoint of public and state order, to be so important that the autonomy of parties on the plane of this code is subject to very restrictive limitations, one of which, be it said, is that concerning jurisdiction. In so far, in other words, as a dispute concerns lands, for example, jurisdiction is determined wholly independently of the parties involved. Jurisdiction in such cases may not be a matter of choice between one or another court, but is most strictly and positively a certain one, without alternative, to the necessary exclusion of any other jurisdiction. That such jurisdiction belongs to the location of the land or real estate in general, the "forum rei sitae", is also a matter of common knowledge. Such is the practice in this connection when there is as yet no mention of two states and the problem of jurisdiction thus does not step outside the bounds of the given state. Naturally, when the question involves the rivalry of the courts of two sovereign states and enters thus the province of private international law and process, the problem of jurisdiction becomes even more authoritative and monarchical. Here, following the general rule, a sovereign state can by no means tolerate the possibility of a plot of land or a building on its territory becoming subject to the jurisdiction of a foreign court; it cannot tolerate any meddling of a foreign state within its frontiers.

The foregoing has made it clear that the assertion that jurisdiction may be determined absolutely and necessarily by force of the dire "jus cogens", in other words to the exclusion of any right for the parties to act upon or to exercise any influence whatever upon such jurisdiction or the application of the "jus cogens", —this assertion is quite just. Such cases and possibilities do occur and no person conversant with law can question it. One must remember, however, that one should not yield to the temptation and arbitrationally

draw a general conclusion out of an individual instance; one should not ignore the concrete difference between the actual composition of unlike phenomena and the difference, thereby determined, in the attitudes adopted by the legislator. It is just in this manner, unthinkingly and fallaciously, that the Court at Shanghai is acting, both disregarding and confusing contrary and conflicting elements. We are willing to admit once more that such a combination, such a case as is visualized by the Mixed Court may really arise. Clearly, however, this does not mean that no other case may occur, nor does it mean that it is just this combination, just this situation which is normal and more widely prevalent. One must recognize limits. Wise doctrine strives even in private international law to avoid abusing the principle of sovereignty, to avoid employing it to no reasonable ends, as it were. We read, in the most recent manual of law mentioned, that it is necessary to take cognizance of sovereignty in international relations and to respect it in so far as such cognizance and such respect are dictated by the social purpose of the laws concerning jurisdiction (Pillet et Niboyet, Manuel de droit international privé, Paris, 1924, p. 641). This is true wisdom and justice, and real statesmanship at the same time, far removed from that primitiveness, practically of a policing nature and at all events intolerant and undiscriminating, either through inability or unwillingness, which permeates the arguments of the Mixed Court.

5. It is hoped that the reader has become convinced by now that the arguments advanced by the Court at Shanghai, when objectively and seriously viewed, cannot but reveal their complete inconsistency. We shall refrain, therefore, from any further criticism of them. Instead, let us consider the following circumstances.

It has become apparent, as well, that the main thesis of the Mixed Court, referred to in Paragraph 1 of the present article, stands in need of a substantial rectification. In any case of jurisdiction — declares

the Mixed Court at Shanghai—whether the jurisdiction is "exclusive or concurrent", whether one, two or even more courts have been admitted by the legislator, an agreement between parties has no place. We now know, however, that this is not the case and that the Court has here been led astray and has erroneously failed in discrimination: a certain portion of its thesis is just, but the remaining part is emphatically wrong. That part, namely, where jurisdiction has been definitely designated by law in such a manner as to leave no freedom of choice or selection: in such a case, naturally, no question of an agreement regarding jurisdiction may be raised. Here we have "public order", "public interest", "constraining law" etc., and there is truly no occasion for any agreement between parties. When, however, the case is such that the jurisdiction has in a similar manner been instituted not of one but of two or, let us say, three courts, giving the parties the privilege of selection among these courts sanctioned by the law, the situation becomes very much different. Here the plaintiff may excercise his right of choice; cannot but do so in effect, as a given case cannot be brought in more than one court. But — and this is where the crux of the situation lies — this choice between the courts, M and N let us call them, need not necessarily be made through laying the case, say, in court M to the exception of court N, through posterior conclusive action, as it were. That same choice the party is entitled to make beforehand—in its very agreement with the second contracting party, — by means of a provision that all disputes and problems arising on the agreement in question shall be referred to court M. Without doubt such a provision is in reality nothing but a means of making the choice between courts M and N in accordance with privilege given the plaintiff by law.

If we ask than in view of the foregoing, what grounds and what actual reasons (not conjured excuses) there are for depriving the party of this second means mentioned above, to which it is entitled, of

making this choice,—to such a question the truthful answer would be: no such grounds exist, nor can exist. Therefore — the provision was made and the provision stands. What, then, remains? It remains for us to perform the agreement, for, using the language of the age old proverb: "Pacta sunt servanda".

6. For the sake of completeness it may be permitted to adduce the following.

For many decades the courts have admitted many regrettable errors and much confusion in the realm which is the subject of our discussion. The English and, especially, the United States courts have been among these. All the more important and significant therefore is the fact that in the most modern times these English and American courts have seen the light and have hence been taking an increasingly firm stand on the only possible view of his question.

In his "Treatise on Private International Law with Principal Reference to its Practice in England" (6 Ed., London, 1922, p. 401) Westlake refers to a case in England "where proceedings were stayed because of a clause in a bill of lading that any dispute should be decided in Hamburg according to German law".

As regards the United States, the doctrine prohibiting all agreements whatever concerning jurisdiction was practiced there for a long time apparently causing no hesitation or doubt. People are attaining clearer vision in the question and lawyers, in more reasonable discussions, while admitting that the rule finds de facto application, now wish to be informed just wherefore it is used: the reason for it is not apparent; has it not, by chance, become obsolete? Indeed, the New York Court of Appeals has indicated its disapproval of the rule though still continuing to be bound thereby. But — the first step is proverbially difficult. Breaking with the old practice, the courts are commencing to admit the validity of an agreement wherein two parties, residents of different states, agree to submit their disputes to the court of only

one of these states, to the exclusion of the other. In a recent case the parties were residents of a certain European state A, although the contract was to be performed in the United States and Canada; but a stipulation was made that all disputes arising on the contract should be referred to the courts of that state A, and this stipulation was held valid by the United States Court. The above mentioned New York Court of Appeals, moreover, made a decision in the following case which is of especial interest to us: a provision in a contract concluded between a Russian Corporation and a resident of New York not to sue on a judgment against the defendant in any other courts than those of Russia was held valid when a suit was, regardlessly, referred to the New York Court. The evolution reached its apex finally with the proclamation of the general proposition that provisions in contracts regarding jurisdiction in general and those aimed at eliminating this or that court in particular should be held valid on the whole; the fact that such agreements, directly or otherwise, oust the jurisdiction of a certain court is not in itself sufficient to damage their validity. In this connection, certify the exhaustive article on "Jurisdiction" in the well known "Bouvier's Law Dictionary and Concise Encyclopedia of the Law", 3 revision, 1914, Vol. II, pp. 1766—1767.

Permit me to add a few more words by way of an epilogue.

1. That American assessor (an American assessor was appointed because the plaintiff was American) who sat in the case in hand in the Mixed Court at Shanghai should, of course, have been better informed of the nature of the civil procedure, private international law and modern judicature. He was ignorant of all this in the first place and when he was, later on, informed as to these things by the defendant, he either failed to understand or else had no wish to understand and to recognize them. How could he have

taken these undesirable facts into consideration, indeed, when the very structure and organization of the Mixed Court, frank and open to cynicism, imperiously demands not the constriction but the greatest possible extention of its jurisdiction in accordance with its central policy of supporting its nationals, the plaintiff in the given case. The International Mixed Court at Shanghai is in general an institution (I shall refrain from discussing its other features) which can make no boast, and this is a matter of common knowledge, of the competency of its staff of assessors, relatively youthful individuals who have not always acquired even an elementary legal education, who here represent the so-called Treaty Powers; nor can it make any boast in a great many other respects. These youthful individuals, however, take charge of cases quite alone, practically, since the Chinese magistrate attached is but an obedient, dependent and silent dummy, — giving, moreover, no privilege of appeal. And the Mixed Court knows no bounds to its competency; in the province of civil process its decisions are final even though millions and billions were at stake, while in the realm of criminal suits it wields the power to meet out punishment covering the whole gamut even unto capital punishment. There exists no instance for cassation or revision. When, in addition to the foregoing, we stop to consider the fact that the Mixed Court at Shanghai occupies the first place in the world in regard to the number of cases it takes up and discharges, it is difficult not to experience real and unfeigned horror, for here we are confronted, without any exaggeration, with something pathologically unique in the realm of juridical organization and procedure. It would probably be hard to find a second phenomenon in this world to match it*). Regardless

*) Anticipating that I may be accused of working under prejudice and painting my picture in colours too sombre, I wish here to make reference to two authors who are both well informed on legislation and law in China and, at the same time, quite impartial: I am speaking of W. W. Willoughby, the prominent American authority and Professor of Law (certify his well known work entitled "Foreign Rights & Interests in China" Baltimore 1920,

of all this and in spite of endless negotiations between the Government of China and the Diplomatic Corps, as well as with the Governments of Europe, Asia and America, relative to some sort of a reform, limited and partial though it be, in the Mixed Court at Shanghai, a reform whereof even the rulers of the "Legation Quarter" at Peking, "Their Excellencies the Envoys Extraordinary and Ministers Plenipotentiary"*) could not refrain at times from voicing their sympathetic approval; in spite of this the old order still continues and all those negotiations, petitions, complaints and protests have remained and till this day remain unproductive of results.

2. Through Article XII of the "Agreement on General Principles of May 31, 1924, Entered into by the Union of Soviet Socialist Republics and the Republic of China", the Goverment of the U. S. S. R. relinquished the "rights of extraterritoriality and consular jurisdiction".

The Government of the U. S. S. R. thereby agreed, in full harmony with its general attitude regarding law, which is the basis for all of its policies and proceedings, that all criminal and civil cases subject to trial on the territory of the Republic of China and wherein the plaintiff or the defendant is a citizen (or a private juridical person) of the U. S. S. R. should be, in accordance with the principle of the territorial supremacy of the sovereign Republic of China, subject to the jurisdiction of Chinese courts to the exclusion of all others.

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pp. 51—70) and the French Professor of Law Jean Escarra ("The Extra-Territoriality Problem", Peking 1923, pp. 12—18). The latter comments as follows on the dispensation of justice in Shanghai: "Such are the results of a procedure outside the treaties, often contrary to the ideas of a sound judicial practice and which give rise to conflicts and protestations". Also: "And let us wonder what the consequences would be, if a foreign court of the same standing was to be thus forsaken to the same conditions of chaos, arbitrariness and illegality". (Op. cit p. 17.

*) See, for instance, the "Protocoles des Séances du Corps Diplomatique à Pékin", 130-ème séance du 16.IV, 1914, and, more recently, "The China Law Review", Vol. II, No. 1, July, 1924, p. 1.

Actually, however, as far as Shanghai is concerned, something entirely different has come to pass.

The consent of the U. S. S. R. to relinquish extraterritorial rights and consular jurisdiction in China resulted in the fact that in Shanghai, equally within the bounds of the French Concession as in the so-called International Settlement, citizens and juridical persons of U. S. S. R. have become subject to the jurisdiction of the French and the International Mixed Courts; two Courts in other words where cases are taken up and decisions are made and executed at the instance of foreign assessors. In these Courts citizens of the U. S. S. R. are made to sit in the prisoners' dock in the capacity, evidently, of the accused. In these courts, as well, nationals of the U. S. S. R., whether these be physical persons or juridical persons or economic institutions, are made to appear as defendants.

The question naturally suggests, nay, forces itself: is it for this that the Government of the U. S. S. R. gave up its own representative, abolished its own assessor—to come under the rule of a foreign assessor, French, British, Italian, Portuguese, Dutch, Norwegian, Japanese, American, Mexican, Peruan and what not? not infrequently, to boot, and this has a bearing on the U. S. S. R., inimical towards the latter?

What answer shall we make? The answer, alas, is as definite as it is without consolation. The powerlessness of China to retaliate otherwise than in words to the really unexampled usurpation of her rights by the Courts above named,which, transpiring in 1911, has lasted to this day, this paralysis, as it were, withholds from us all chance for the present time of finding a wise and true way out of the difficult and intolerable situation.

3. The facts set forth in the foregoing will make it sufficiently clear that a stipulation in agreement entered into by our citizens and, as is the case more frequently, by our state economic enterprises in Shang-

hai (and quite a number of such exists there now), a stipulation, I say, regarding jurisdiction, whereby disputes and misunderstandings arising on such agreements would be made subject to the jurisdiction of some court outside Shanghai and its pale of jurisdiction, such a stipulation would doubtlessly be a desirable and fortunate and not infrequently a saving factor for us and for our trade in the Far East.

However, and who is prepared to say that it is not just for this very reason, this valuable factor, this lawful "instrument" in law and legal practice, has become, through the efforts of the foreign assessor, censured, indicted and eliminated from use.

4. A few more words in closing.

I revert once again in conclusion to the brainy argument of the American assessor relative to the infringement of the sovereignty of the Republic of China by the provision in the agreement regarding jurisdiction. The fact is that this argument, besides being a product sparkling with wisdom, possesses a second quality not wholly devoid of interest to ourselves.

It is needless to repeat or to explain once more that the Soviet organization of the Volunteer Fleet, in the particular dispute whereof we have been speaking, found itself subject to the jurisdiction of the International Mixed Court at Shanghai with its assessor "of the day" solely due to the complete relinquishment, out of principle, on the part of the Union of Soviet Socialist Republics, of its extraterritorial rights on Chinese territory, by which action the U. S. S. R. proved de facto instead of in words its sincere recognition of the sovereignty of the Chinese Republic and the unfeigned esteem in which it held the latter. We were not alone in this interpretation of that historic fact. But the American assessor puts in his appearance here, and this interpretation is smashed to pieces. It becomes revealed that it is not we but none other than he who is working in unison with the sovereignty of China. It is he, the American assessor, who is jealously guarding and tirelessly

sponsoring the sovereignty of the Chinese Republic, repelling and frustrating all attempts against the same. Let this assessor sit in the Court which openly and illegally seized the power of China and continues to usurp it by main force, disregarding the prayers and protests of the Chinese Government; let this assessor, through his very participation in the dispensation of justice on Chinese territory, deliver a definite and cruel slap in the face of Chinese sovereignty; very good . . . But then — our assessor victoriously destroys a whole clause of an agreement concluded by a Soviet organization, making it null and void: this service the assessor is rendering is great, very great; more than compensating everything, for behold! that insidious and monstrous clause, remember, menaced the whole sovereignty of the Chinese Republic with the most horrible, inavertible and irremediable ruin...

Truly unique are the circumstances amid which takes its course the juridical life and the lawyer's work in the modern China at the end of the first quarter of the twentieth century.